158, 10 N. W. 182; *Jackson* v. *Harrison* (N. Y. 1819) 17 Johns. 66, and the weight of authority supports the proposition of the instant case that an assignment is not a breach of a covenant against subletting, *Field* v. *Mills* (1869) 33 N. J. L. 254; *Lynde* v. *Newcomb* (N. Y. 1857) 27 Barb. 415; *contra, Upton* v. *Hosmer* (1901) 70 N. H. 493, 49 Atl. 96. *Gramaway* v. *Adams* (1806) 12 Ves. 395, often cited as *contra* to the proposition just stated, can be distinguished, as the covenant there was broad enough to cover an assignment. See *Field* v. *Mills, supra,* at p. 259.

LANDLORD AND TENANT—IMPROVEMENTS BY TENANT—COMPENSATION THEREFOR.—The plaintiff, a tenant at will, erected valuable improvements on the defendant's premises, in the hope that he would some day become owner, though he had no lease or contract to buy the premises. The defendant knew of and consented to the erection of the improvements but never agreed to pay for them. The tenancy being terminated, in an action for the value of the improvements, *held,* one judge dissenting, the plaintiff should recover. *Coggins* v. *McKinney* (S. C. 1919) 99 S. E. 844.

A tenant who erects improvements on another's land cannot ordinarily, in the absence of a promise by the landlord, compel him to pay therefor, *Foss* v. *Cosgriff* (1892) 65 Hun 184, 19 N. Y. Supp. 941; *Guthrie* v. *Guthrie* (Ky. 1904) 78 S. W. 474; *Mull* v. *Graham* (1893) 7 Ind. App. 561, 35 N. E. 134; see *Diederich* v. *Rose* (1907) 228 Ill. 610, 616, 81 N. E. 1140; Tiffany, Landlord and Tenant, 1692, even though the landlord knew of, *Woolley* v. *Osborne* (1884) 39 N. J. Eq. 54; *Guay* v. *Kehoe* (1900) 70 N. H. 151, 46 Atl. 688, and consented to them. *Cocio* v. *Day* (1888) 51 Ark. 461, 9 S. W. 433. That the tenant made the improvements with the expectation of becoming the owner of the premises, *Woolley* v. *Osborne, supra,* or under the mistaken impression that his lease would endure longer than was actually the fact, *Dunn* v. *Bagby* (1883) 88 N. C. 91; Tiffany, *op. cit.,* 1694, and with no intention of making a gift, can give him no better right. The court in the principal case by admitting that there could have been no recovery had the improvements not in fact increased the value of the premises, acknowledged that there was neither an express nor implied promise by the defendant, and allowed recovery on the ground of unjust enrichment. But although where the real owner asks for equitable relief or sues at law for *mesne* profits he will be compelled to allow a bona fide occupant under a defective title for such improvements as have enhanced the value of the property, *Bright* v. *Boyd* (C. C. 1841) 1 Story 478, 494; see *Parsons* v. *Moses* (1864) 16 Iowa 440, 444; Keener, Quasi-Contracts, 377, the law in general will not compensate a tenant for improvements erected on the land through no misrepresentation of the landlord, *Guthrie* v. *Guthrie, supra; Woolley* v. *Osborne, supra.* The principal case therefore would appear to be against authority.

LIBEL AND SLANDER—LIABILITY FOR REPUBLICATION—DOCUMENT GIVEN TO NEWSPAPER REPORTER.—Upon the request of a reporter for material for an article, the defendant gave him some documents, including a letter composed by the defendant which libelled the plaintiff. This letter was republished in the newspaper. On the defendant's motion to vacate an order of arrest procured by the plaintiff, N. Y. Code Civ. Proc. §3343(9), 549, *held,* that since the defendant had not requested the